

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	Civil Action No. 14-C-363-LA
)	
v.)	
)	CONSENT DECREE
V&B LLC, d/b/a MERRY MAIDS,)	
)	
Defendant.)	
_____)	

On March 31, 2014, the U.S. Equal Employment Opportunity Commission (“EEOC”) filed Civil Action No. 14-C-363-LA (E.D. Wis.) against V&B, LLC (“V&B”) under Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended; the Americans with Disabilities Act (“ADA”), as amended; and Title I of the Civil Rights Act of 1991; alleging that on or about June 3, 2011, V&B discharged Belinda Sternemann on the basis of her sex (female/pregnancy) and because it regarded her as disabled by her pregnancy-related medical conditions. In its Answer filed on April 21, 2014, V&B denied the EEOC’s allegations.

The EEOC and V&B have agreed to this Consent Decree, which shall fully and finally resolve all claims raised by the EEOC in its Complaint in Civil Action No. 14-C-363-LA (E.D. Wis.), and by Ms. Sternemann in her underlying discrimination charge (EEOC Charge No. 26G-2011-01568 / ERD No. CR-2011-03062). This Decree does not constitute an adjudication of, or a finding on, the merits of the case for or against any party. This Consent Decree shall be final and binding on the EEOC and V&B.

CONSENT DECREE

Upon the consent of the parties to this action, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

I. Non-Discrimination

1. Jurisdiction. This Court has jurisdiction over the parties and the subject matter of this action.

2. Public Interest. This Consent Decree conforms to the Federal Rules of Civil Procedure and is not in derogation of any person's rights or privileges. The entry of this Decree will further the objectives of Title VII and the ADA and will be in the best interests of the parties, Belinda Sternemann, and the public.

3. Prohibition Against Title VII and ADA Violations. V&B is enjoined from engaging in any employment practice which constitutes unlawful discrimination or retaliation under Title VII or the ADA. Specifically, V&B is enjoined from discharging or failing to hire pregnant women because of their pregnancies; failing to provide reasonable accommodations to pregnant applicants or employees who qualify for such accommodations under the law; or otherwise discriminating against such applicants and employees in the terms and conditions of their employment because they are or were pregnant.

4. Compliance with Title VII and the ADA. V&B shall comply with all provisions of Title VII and the ADA. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit V&B's obligations under Title VII and the ADA or the EEOC's authority to process or litigate any discrimination charge which may be filed against V&B in the future, or to limit V&B's ability to defend against any such claims.

5. No Retaliation. V&B will not engage in, implement, or permit any action, policy, or practice with the purpose of retaliating against any individual who opposed any action or practice which is unlawful under Title VII or the ADA. V&B will not retaliate against anyone who filed a charge of discrimination alleging any such action or practice; testified or participated in any way in any investigation (including, but not limited to, internal investigations by V&B),

proceeding, or hearing relating to any claim of employment discrimination in this case or otherwise; was identified as a possible witness in this case; asserted any right under this Consent Decree; or sought or received any monetary or non-monetary relief in accordance with the law.

II. Monetary Relief

6. Settlement Payment and Release. V&B agrees to pay a total of \$40,000 to Ms. Sternemann in full and final settlement of the claims against V&B which were raised in the EEOC's Complaint and in EEOC Charge No. 26G-2011-01568 / ERD No. CR-2011-03062. The \$40,000 payment shall be apportioned as follows: (a) \$10,000 for lost wages, less Ms. Sternemann's share of all applicable state and federal tax and Social Security withholdings, payable by check to Ms. Sternemann, and (b) \$30,000, payable by check to Ms. Sternemann for other claimed damages and not subject to withholding. Before she receives any payment, Ms. Sternemann shall sign the release attached as **Exhibit A** to this Consent Decree, and the EEOC shall promptly convey the executed release to V&B. V&B shall issue Ms. Sternemann IRS W-2 and 1099 forms relating to the above payments at the appropriate time.

7. Mailing of Settlement Checks and IRS Forms. Within 10 business days of the receipt of the signed release, or of the entry of this Consent Decree by the Court, whichever occurs later, V&B shall mail the settlement checks to Ms. Sternemann by certified mail, return receipt requested. On the same day that it mails the checks to Ms. Sternemann, V&B also shall mail photocopies of the checks to the EEOC.

III. Posting of Notice

8. Within 10 business days after the Court's entry of this Consent Decree, V&B shall distribute a copy of the Notice attached as **Exhibit B** in each employee's pay envelope and post same-sized copies of that Notice on the bulletin board usually used by V&B for communicating human resources matters to employees. The Notice shall remain posted throughout the term of

this Decree. Within 10 business days of the posting, V&B also shall send a letter to the EEOC enclosing a copy of the Notice as signed by V&B, and stating the date and location of its posting. V&B shall ensure that the Notice is not altered, defaced, or covered by any other material. If the posted copy is removed or becomes defaced or otherwise illegible, as soon as is practicable V&B shall re-post a clean and readable copy in the same manner as previously specified.

IV. Training

9. Training Session. No later than October 31, 2014, V&B shall provide training to Vernon Covington, Beth Pinzer, and Theresa Barr regarding the Title VII and ADA rights of applicants, employees, and former employees, with an emphasis on how to keep V&B's operations free from employment discrimination and what constitutes unlawful discrimination on the basis of pregnancy. The training shall be for a minimum of four hours and shall include a live presentation by an attorney who is an expert in employment law, who shall emphasize V&B's commitment to prevent discrimination and retaliation and the protections afforded by Title VII and the ADA to those who complain of employment discrimination.

10. Training Report. No later than 14 days prior to the training, V&B shall submit to the EEOC the name, address, telephone number, and curriculum vitae/resume of its trainer, together with the date and location of the training. Within five business days after the training has occurred, V&B shall send a letter to the EEOC certifying that the training has taken place and that the required personnel have attended, and enclose copies of the written materials given to those who participated in the training.

V. Reporting to EEOC

11. Discrimination and Retaliation Complaints. Every six months during the term of this Consent Decree, V&B shall report the following information to the EEOC: (a) the name,

home address, and telephone number of each V&B employee who is or has become pregnant; (b) whether the pregnant employees have requested a reasonable accommodation to allow them to continue working during their pregnancy; and (c) the actions taken by V&B to address each such request for an accommodation. V&B shall make the reports in writing for the six-month periods ending on August 31, 2014; February 28, 2015; August 31, 2015; and February 28, 2016; and shall submit them within 30 days of the expiration of each such period.

12. Reporting and Notice. All reports and notices to the EEOC which are required by Paragraphs 6, 7, 8, 10, 11, 13, and 15 of this Consent Decree shall be made to Dennis R. McBride, Senior Trial Attorney, EEOC, 310 West Wisconsin Avenue – Suite 500, Milwaukee, WI 53203-2292. All notices to V&B shall be made to Terry W. Rose, Esq., Rose & Rose, 5529 6th Avenue, Kenosha, WI 53140 (rose-law@sbcglobal.net).

VI. Dispute Resolution

13. If either party to this Consent Decree believes that the other party has failed to comply with any provision of the Decree, within 10 business days the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-compliant party 10 business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-compliant party has complied. If the alleged non-compliant party has not remedied the alleged non-compliance within 10 business days, the complaining party may apply to the Court for appropriate relief.

VII. Miscellaneous Provisions

14. Expenses; Costs; Attorneys' Fees. Each party to this Consent Decree shall bear its own expenses, costs, and attorneys' fees.

15. Filing; Duration. This Consent Decree shall be filed in the U.S. District Court for the Eastern District of Wisconsin and continue in effect for two years from the date on which this Decree is entered. Any application by any party to modify or vacate the Decree during that period shall be made by motion to the Court on at least 30 days' notice to the other party.

16. Binding Effect. This Consent Decree is and shall be binding upon V&B and its agents, successors, and assigns. This shall not be construed as placing any limit on remedies available to the Court if any individual is found in contempt for a violation of this Decree.

17. Full and Final Resolution. This Consent Decree shall fully and finally resolve all claims raised by the EEOC in its Complaint in Civil Action No. 14-C-363-LA (E.D. Wis.), and all claims raised by Ms. Sternemann in EEOC Charge No. 26G-2011-01568 / ERD No. CR-2011-03062. This Decree is a complete resolution of all claims under Title VII, the ADA, and the 1991 Civil Rights Act that the EEOC made in this action.

18. Retention of Jurisdiction. This Court shall retain jurisdiction over this action for the duration of this Consent Decree in order to enforce the terms of the Decree.

SO ORDERED, ADJUDGED, AND DECREED this 15th day of September, 2014.

By the Court:

s/ Lynn Adelman

Lynn Adelman
United States District Judge

Agreed to in form and content:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By its attorneys:

P. David Lopez
General Counsel

James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel

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Dated: September 12, 2014

s/ Dennis R. McBride
Dennis R. McBride, Senior Trial Attorney
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E-mail: dennis.mcbride@eeoc.gov

V&B, LLC
By its attorneys:

Dated: September 12, 2014

s/ Terry W. Rose
Terry W. Rose, Esq.
Rose & Rose
5529 6th Avenue
Kenosha, WI 53140
Telephone: (262) 658-8550 *Fax:* (262) 658-1313
E-mail: rose-law@sbcglobal.net

RELEASE

In consideration for \$40,000 paid to me by V&B, LLC in connection with the resolution of *Equal Employment Opportunity Commission v. V&B, LLC, d/b/a Merry Maids*, Civil Action No. 14-C-363-LA (E.D. Wis.), I, Belinda Sternemann, waive my right to recover for any claim of discrimination and/or retaliation arising under Title VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, as amended, that I had against V&B, LLC prior to the date of this release and that was included or could have been included in the claims alleged in the EEOC's complaint in *Equal Employment Opportunity Commission v. V&B, LLC, d/b/a Merry Maids*, Civil Action No. 14-C-363-LA (E.D. Wis.), and in EEOC Charge No. 26G-2011-01568 / ERD No. CR-2011-03062.

Dated: September ____, 2014

Belinda Sternemann

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Belinda Sternemann, to me known to be the person described herein and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Signed and sworn to before me on this _____ day of September, 2014.

Notary Public, State of Wisconsin
My commission expires _____

NOTICE TO ALL V&B EMPLOYEES

This Notice is being posted pursuant to an agreement between the U.S. Equal Employment Opportunity Commission (“EEOC”) and V&B, LLC (“V&B”).

The agreement resolves a lawsuit, *EEOC v. V&B, LLC*, Case No. 14-C-363-LA (E.D. Wis.), in which the EEOC alleged that V&B violated federal law by discharging Belinda Sternemann on the basis of her sex (female/pregnancy) and because it regarded her as disabled by her pregnancy-related medical conditions.

The EEOC is a U.S. government agency which investigates charges of unlawful employment discrimination. It has authority to bring lawsuits in U.S. District Courts to enforce federal laws which prohibit discrimination in the workplace.

Title VII of the Civil Rights Act of 1964 prohibits discrimination against applicants and employees based on pregnancy. The Americans with Disabilities Act of 1990 prohibits employment discrimination against based on disability. Both laws prohibit employers from retaliating against employees who oppose discriminatory job practices, file a discrimination charge with government agencies, or testify or participate in an EEOC investigation.

To resolve the lawsuit, the EEOC and V&B have entered into a two-year consent decree which states that V&B will: (1) pay Ms. Sternemann a monetary amount to resolve her claims; (2) not retaliate against any individual because he or she opposed a practice made unlawful by Title VII or the ADA, filed an EEOC charge, or participated in any Title VII or ADA proceeding; and (3) train V&B’s managers and supervisors regarding Title VII and the ADA.

If you believe you have been discriminated against, you may call the EEOC at (414) 297-1110 or at (800) 669-4000. The EEOC does not charge fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE. This Notice must remain posted for 24 months from the date below and must not be altered, defaced, or covered by any other material.

Dated: September ___, 2014

By: _____
Vernon Covington, Co-Owner, V&B, LLC

Dated: September ___, 2014

By: _____
Beth Pinzer, Co-Owner, V&B, LLC